

**SBG Securities Proprietary Limited's Standard Online Share Trading Mobile Application  
Terms and Conditions ("Terms")**

**BY ACCEPTING THE TERMS AND CONDITIONS, YOU HEREBY CONSENT TO SBG SECURITIES PROPRIETARY LIMITED SHARING YOUR TRADING ACCOUNT INFORMATION WITH STANDARD BANK GROUP LIMITED AND/OR ITS SUBSIDIARIES FOR PURPOSES OF LINKING YOUR STANDARD ONLINE SHARE TRADING ACCOUNT TO THE STANDARD BANK OF SOUTH AFRICA LIMITED MOBILE APPLICATION.**

**NOTICE - You will only have access to the Standard Online Share Trading Mobile Application if you are an existing client of SBG Securities Proprietary Limited and have signed up for the Standard Online Share Trading Services**

These Terms govern the use of the online share trading mobile application ("**OST App**") offered by SBG Securities Proprietary Limited (registration number: 1972/008305/07) operating through its Standard Online Share Trading Division (hereinafter "**SBG Sec**", "**us**", "**we**" or "**our**"). These Terms will be made available to you at the following website <https://securities.standardbank.co.za/ost/> (or such other website as determined by SBG Sec) ("**Site**") or upon request.

You will be entitled to download the OST App onto your mobile device or tablet from a designated SBG Sec authorised site, including a mobile application store ("**App Store**"). Please note that you will only be entitled to register to use the OST App if you have registered for the OST Services by having accepted the Mandate and Online Terms.

These Terms become binding on you once you have accepted these Terms in the format prescribed and SBG Sec has verified that you are an existing client of the OST Services (described below). Once SBG Sec has confirmed your registration for the OST Services, you will be entitled to access and use the OST App.

***These Terms form an agreement between you and us, so please make sure that you understand all of the terms and conditions set out below.***

You agree that you will only use the OST App in accordance with these Terms, including any terms and conditions incorporated herein or by reference and any applicable laws, rules and regulations.

***Important clauses, which may limit our responsibility or involve some risk for you are reflected in bold and italics or are highlighted. You must pay special attention to these clauses.***

## **1 OST SERVICES**

- 1.1 SBG Sec provides clients with access to a trading account for the purposes of online share trading to invest in securities (as defined in the Financial Markets Act 19 of 2012) and any other investments which SBG Sec is authorized to provide in terms of applicable laws ("**Investments**"). The mandate for SBG Sec to manage the Investments ("**OST Services**") is governed by the [Standard Online Share Trading Mandate Terms and Conditions](#) ("**Mandate**") read together with the [Online Terms](#) which apply to the [Site](#) used to access such OST Services (jointly referred to as "**the Mandate and Online Terms**"), which terms you will have agreed to when you registered for the OST Services. In the event of a conflict between these Terms and the Mandate and Online Terms, the Mandate and Online Terms shall take precedence over the provisions of these Terms.
- 1.2 The OST App is intended to supplement your access to the OST Services, by providing you with information regarding your Investments and/or other information relating to the OST Services offered by SBG Sec generally, and the OST App will facilitate access to the online platform for the OST Services in order for you to manage your Investments and operate your trading account pursuant to the Mandate and Website Terms ("**App Services**").

## **2 THESE TERMS ARE LINKED TO THE MANDATE AND ONLINE TERMS**

- 2.1 You acknowledge that your use of the OST Services is governed by the Mandate and Online Terms and/or any other applicable terms and conditions, and ***it is your***

**responsibility to comply with the Mandate and Online Terms and/or other applicable terms and conditions in relation to your use of the OST Services.**

- 2.2 The use of the OST App and the App Services and your access to the [Site](#) utilising the OST App is governed by these Terms.
- 2.3 ***You specifically acknowledge and accept that these Terms are read together with and supplement the terms contained in the Mandate and Online Terms. This means that the terms and conditions contained in the Mandate and Online Terms apply to your use of the OST App and the App Services as if they were specifically included in this Agreement. We specifically bring to your attention the provisions contained in the Mandate and Online Terms relating to how SBG Sec will manage and execute the OST Services, the risks and liabilities that you assume in this regard, the time periods and terms relating to online trading and the disclaimers that you provide to us.***
- 2.4 ***You also specifically agree that your trading account will be operated in accordance with the authority and acknowledgements that you provided to us in terms of clause 9 of the Mandate and the same is deemed to be given in respect of the App Services.***
- 2.5 ***You specifically acknowledge and accept that you remain bound by the terms of the Mandate and Online Terms and the JSE rules and directives for purposes of your use of the OST App and your access to the App Services.***

### 3 DURATION

- 3.1 These Terms will remain in force and be binding on you until you either terminate your use of the OST App or your access to the OST Services is terminated pursuant to the Mandate and Online Terms in accordance with clause 10 hereof.

### 4 SECURITY

- 4.1 Once you have registered for a digital identity with the relevant user name and password, you may be prompted to provide your additional user name and password allocated to you for the OST Services in order to register for the OST App. Once you have successfully registered for the OST App, for security purposes you will be required to enter the relevant user name and password associated with your digital identity each time that you access the OST App.
- 4.2 You acknowledge that you may only register once for the OST App using a specific user name and password, however you will be allowed to link more than one Mobile Device (as defined at clause 5.1) to the same user name and password in order to access the OST App. SBG Sec reserves the right to determine the number of Mobile Devices which may be linked to the specific user name and password for access to the OST App and/or OST Services.
- 4.3 You must at all times keep secret your user name and password and any other personal details relating to the log-in procedure (including any or one-time PIN, other personal identification numbers, passwords, user names or other digital identity codes ("**Access Codes**")) and you must take all reasonable precautions to prevent any unauthorised or fraudulent use of your Access Codes. ***If you do not keep your Access Codes safe, you give up any claim you may have against us for any loss or damage you may suffer because you have not kept them safe.***
- 4.4 SBG Sec confirms that it has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via the OST App. ***However, you accept that, while SBG Sec will take all reasonable steps to prevent security breaches in respect of the App Services, any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, for which SBG Sec will not be responsible.***

- 4.5 You agree to enter your correct Access Codes whenever accessing the OST App, failing which you will be prevented from accessing the App Services.
- 4.6 You also acknowledge that (i) your Access Codes are for your exclusive use only; (ii) you will not share any Access Codes in relation to accessing or using the App Services or OST Services to any third party or record such details in any way that may result in them becoming known to a third party; and (iii) once the correct Access Codes have been entered and submitted to SBG Sec, SBG Sec will accept and process all instructions relating to the OST App accessed by way of those Access Codes, irrespective of whether the Access Codes may have been entered fraudulently or otherwise without your authority.
- 4.7 You agree not to respond to any email or other unsolicited correspondence that requests your Access Codes.
- 4.8 You must make sure that you log out of the OST App when you have finished using it to prevent anyone else from using it. We will also apply an automated time-out if the OST App is not used within a specified time frame.
- 4.9 You must notify SBG Sec immediately if you become aware of or reasonably suspect any unauthorised access to or use of your Access Codes by contacting SBG Sec at the contact details set out in clause 18. You are required to take appropriate steps to minimise any loss or harm that may result from such unauthorised access.
- 4.10 We are committed to providing safe online services. All users of the OST App are protected by encryption. Encryption protects the personal information you send when you provide information through the OST App. Our computers are protected by systems that guard against intruders. Only authorised SBG Sec employees, contractors and/or agents can gain access to material information on these computers.

## 5 YOUR USE OF THE OST APP

- 5.1 SBG Sec hereby grants you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to install and download the OST App (including any updates or upgrades) and to access and use the App Services available via the OST App on compatible mobile phones or any other compatible portable communication devices ("**Mobile Device**") owned and/or lawfully controlled by you, for your personal use only. This licence is not exclusive and SBG Sec will also allow other users to download the OST App. The licence is limited to you alone and cannot be transferred by you to a third party.
- 5.2 You may only use the OST App and App Services for purposes that are not illegal and you must not allow any third party to use the OST App or to access the App Services.
- 5.3 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the OST App, its contents, including any intellectual property therein, its design, any updates to the OST App and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on the OST App and/or any content featured on the websites which are accessed via links that are found on the OST App. You may not sub-license such third party content, including intellectual property rights associated with such third party content.
- 5.4 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as "linking"), or any other reference, to the OST App.
- 5.5 You must ensure that you download and use the latest version of the OST App. If you do not install the latest version of the OST App, the App Services may not function correctly or you may experience security and/or data flaws, for which SBG Sec will not be liable under any circumstances. If you download the OST App from any applicable App Store, you agree that you will comply with and be bound by any terms and conditions prescribed

for the use of such App Store by any third party, in addition to these Terms.

## 6 MOBILE DEVICE REQUIREMENTS

- 6.1 SBG Sec does not warrant that the OST App will be compatible with nor that it will operate with every type of Mobile Device. SBG Sec will provide you with information on suitable types of Mobile Devices on the Site and/or at your request.
- 6.2 You acknowledge that the display, layout, look and feel of the content of the App Services may differ depending on the Mobile Device being used to access the App Services.
- 6.3 You acknowledge that, in order for the OST App to load and/or to function, you are fully responsible for:
  - 6.3.1 finding out whether your Mobile Device is appropriate and compatible with the OST App; and
  - 6.3.2 the continued functionality of the Mobile Device on which the OST App has been installed and downloaded, including for ensuring that the Mobile Device is (i) in good working order; (ii) at all times updated to run on the latest version of your operating system; and (iii) operating in accordance with the relevant Mobile Device manufacturer's specifications.
- 6.4 ***You are fully responsible for the Mobile Device that you use to access the App Services and we will not be responsible for and disclaim any liability for losses that may arise due to any defect in the Mobile Device.*** You agree that you will (i) not leave your Mobile Device unattended or accessible in any manner by any third party while you are still logged onto the App Services; (ii) not save your Access Codes to your Mobile Device; and (iii) inform SBG Sec during SBG Sec's operating hours, upon becoming aware of any fraudulent or unauthorised use of the App Services by any third party (at the contact details set out in clause 18 below).
- 6.5 If your Mobile Device is lost or stolen, or is no longer in your ownership or possession, you must immediately login to the OST App through an alternate capable device, and de-authorise one or more Mobile Device as well as any linked Mobile Device. ***We will not be held liable for any losses from your failure to de-authorise your Mobile Device.*** If you cannot immediately de-authorise your Mobile Device, then you must inform SBG Sec during SBG Sec's operating hours via our customer contact centre in order to notify us that your Mobile Device is no longer in your ownership or possession (at the contact details in clause 18 below).

## 7 THIRD PARTY TELECOMMUNICATIONS; MAINTENANCE SERVICES

- 7.1 You acknowledge that (i) SBG Sec will not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the App Services; and (ii) your Mobile Device network operator (cellphone service provider) or internet service provider may charge you for accessing and using the App Services via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.
- 7.2 The use of the OST App is in addition to and not in substitution of other online channels provided by SBG Sec for the OST Services. You acknowledge that the OST App and App Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which SBG Sec and/or its third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of SBG Sec and/or its third party service providers, which causes are not reasonably foreseeable by SBG Sec and/or its third party service providers.
- 7.3 You are only allowed to access either the OST Services via the OST App or the Site at any one particular time and cannot access both simultaneously.

- 7.4 We reserve the right to replace, change or discontinue any of the App Services on reasonable notice to you and may also offer additional functionality and options as part of the App Services from time to time.
- 7.5 We also reserve the right to suspend your access to the OST App without notice in the event that SBG Sec reasonably suspects that you are using the OST App and/or OST Services for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.

## 8 INTELLECTUAL PROPERTY

- 8.1 We own all intellectual property rights in and to the OST App, App Services and OST Services, including all content thereon or sent to and from the OST App. The OST App is licensed only to you and you will not grant any rights of use or any other rights in respect of the OST App or any intellectual property rights therein to any other person.
- 8.2 Certain content available on the OST App may include content belonging to third parties. We may provide links to third party websites as a convenience to you. You acknowledge that we are not responsible and/or liable for the following and/or its accuracy:
- 8.2.1 all content belonging to third parties on the OST App; and/or
- 8.2.2 any content featured on the websites which are accessed via links that are found on the OST App.
- 8.3 ***You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third party claims initiated and/or instituted against us relating to your unauthorised use of the OST App and/or any intellectual property rights flowing therefrom.***
- 8.4 If we offer software to you on or through your Mobile Device, any licence agreement is between you and the software's licensor (**licensor**). ***You indemnify us against any breach of such software licence.***
- 8.5 We do not expressly or implicitly warrant:
- 8.5.1 the licensors' ownership of any software provided on the OST App; or
- 8.5.2 rights of use of any licensor; and
- 8.5.3 that any software is suitable for its purpose.

## 9 DATA PROTECTION

- 9.1 Your right to privacy and security is very important to us. SBG Sec will adhere to the [Privacy and Security Statement](#) to ensure that your personal information which is obtained through the use of the OST App is kept private and confidential.

## 10 BREACH AND TERMINATION

- 10.1 ***We may stop you from using the OST App to access the OST Services if you breach a clause of these Terms and do not remedy it within 5 (five) days after we have asked you to. We may still take other steps available to us, including applying to court for an urgent interdict order against you.***
- 10.2 SBG Sec or you may cancel these Terms by giving 30 (thirty) days' prior written notice to the other, except that SBG Sec in its sole discretion may cancel these Terms without prior notice to you on reasonable grounds when deemed appropriate. You agree that you will immediately de-install the OST App on termination.
- 10.3 These Terms will be deemed terminated if the Mandate and Online Terms for the OST Services are terminated for any reason whatsoever.

## 11 WARRANTIES AND UNDERTAKINGS BY YOU

### 11.1 You warrant that:

- 11.1.1 if you are a natural person, you have full contractual capacity and no court has declared you mentally unfit;
- 11.1.2 if you are a natural person that you are permanently resident in the Republic of South Africa and if you are a juristic person that you have established a place of business in accordance with applicable laws in the Republic of South Africa;
- 11.1.3 in the case of a juristic person, the person operating the OST App on behalf of such juristic person is duly authorised to do so, including in terms of the Mandate and Online Terms;
- 11.1.4 you are not, and will not be, located in any country that is the subject of a United States of America (**US**) Government embargo or that has been designated by the US Government as a "terrorist supporting" country;
- 11.1.5 you are not listed on any US Government list of prohibited or restricted parties;
- 11.1.6 you have been informed at clause 18 below that you can refer any questions that you may have to us;
- 11.1.7 you have given us the correct information; and
- 11.1.8 you have read and understood these Terms, before entering into these Terms.

### 11.2 You acknowledge and agree that:

- 11.2.1 all information is provided "as is" and should not be treated as professional or investment advice of any kind, and you must seek independent professional advice prior to taking any action based on the contents of this OST App;
- 11.2.2 nothing on the OST App constitutes an offer or the solicitation of an offer for business or the sale or purchase of any Investments;
- 11.2.3 these Terms are entered into between us and you. However, since the OST App is made available through an App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;
- 11.2.4 ***to the maximum extent permitted by law, the App Store does not give or enter into any warranty, condition or other term in relation to the OST App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the OST App or as a result of you or anyone else using the Mobile App or relying on any of its content;***
- 11.2.5 any claims relating to the license of the OST App, possession or use of the OST App are between you and us (and not between you, or anyone else, and the App Store) including but not limited to product liability claims, any claim that the OST App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 11.2.6 in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the OST App infringes any intellectual property rights, the App Store will not be responsible or liable to you in relation to that claim.

## 12 DISCLAIMER OF WARRANTIES

- 12.1 The material and any publications on the OST App have been prepared solely for information purposes by SBG Sec and accordingly do not constitute an offer, a solicitation of an offer, invitation to acquire any security or to enter into any agreement, or any advice

or recommendation to conclude any transaction (whether on the indicative terms or otherwise) and must not be deemed as such.

- 12.2 Whilst SBG Sec has taken care to ensure that the content and services on the OST App are accurate, it does not warrant that the OST App, any tools such as calculators, software, information, content or other services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality and expressly disclaim all such implied warranties. Whilst all reasonable precautions have been taken SBG Sec does not warrant that this site or any downloads via this site are free from viruses or destructive code. ***SBG Sec and any of its affiliates, shareholders, agents, consultants, directors, officers or employees are not liable for any damages whatsoever relating to your use of the OST App or the App Services offered or information made available on the OST App or your inability to use of the OST App or any of the information or App Services.***
- 12.3 In addition and to the extent that it is lawful to do so, SBG Sec disclaims all warranties and conditions with respect to the OST App and the App Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.
- 12.4 Your use of the OST App is dependent on factors beyond our control, such as your network's coverage or availability, your Internet Service Provider's availability or your Mobile Device's capability and capacity. ***We are not liable for any loss or damages you may suffer if a factor beyond our control arises and you cannot access the OST App, App Services and/or OST Services.***

### 13 LIMITATION OF LIABILITY

- 13.1 ***To the extent that it is lawful to do so, we (including our employees, consultants, agents or any affiliated person) are not responsible for any loss or damages related to your use of the OST App, App Services, OST Services or any intellectual property flowing therefrom. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of a duty of care) or law. We are not responsible for any loss and/or damages where:***
- 13.1.1 ***someone finds out your Access Codes;***
- 13.1.2 ***in the case of a juristic person, you allow an unauthorised person to operate the OST App and/or the OST Services on your behalf;***
- 13.1.3 ***any technical or other problem (interruption, malfunction, downtime or other failure) affects the App Services, OST Services, any banking system, a third-party system or any part of any database, for any reason;***
- 13.1.4 ***any personal information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;***
- 13.1.5 ***any failure or problem affects goods or services provided by any other party, for example, any telecommunication service provider (such as Telkom), Internet Service Provider, electricity supplier (such as Eskom), local or other authority;***
- 13.1.6 ***where such losses are incurred as a result of your use of the OST Services;***
- 13.1.7 ***where such losses or damages are expressly excluded under the Mandate and Online Terms; or***
- 13.1.8 ***any event that we have no control over.***
- 13.2 SBG Sec will not be liable to you for any claims and/or losses of whatsoever nature in relation to the OST App or App Services as a result of you or anyone else gaining unlawful access to the OST App, App Services or any of its content or as a result of SBG

Sec acting on an instruction received from you.

#### 14 APPLICABLE LAW AND JURISDICTION

- 14.1 The laws of the Republic of South Africa govern these Terms.
- 14.2 You hereby consent to the non-exclusive jurisdiction of the Magistrates Court. However SBG Sec may elect to institute proceedings in the High Court (in its sole discretion), in which case SBG Sec and you consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg), or any successor thereto.

#### 15 CHANGES TO THESE TERMS

- 15.1 SBG Sec is entitled to make unilateral changes to these Terms and any such changes will be posted on the OST App for viewing or downloading and/or you will be notified of such changes via email. In the event that you proceed to use the App Services after such notification has been posted via the OST Site or where you have been notified via email, you agree that you will be deemed to have accepted the amended Terms.
- 15.2 Without detracting from clause 15.1, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by SBG Sec to these Terms or the App Services, by giving a 30 (thirty) days written notice to SBG Sec.

#### 16 NOTICES

- 16.1 The address you supply when you register for the OST Services, or such other address as you may stipulate in writing, is your chosen address where notices may be given and documents in legal proceedings may be served.
- 16.2 SBG Sec's chosen address for such purposes is East Wing, 1<sup>st</sup> Floor, 30 Baker Street, Rosebank, Johannesburg, Republic of South Africa, 2196 (physical address) and PO Box 61309, Marshalltown, 2107 (postal address), for attention of the Business Manager or any subsequent address (physical and/ or postal) as advised to you.
- 16.3 Any notice given in terms of these Terms, by either party, shall be sent on any business day during the normal office hours of the addressee and will be in writing and deemed, unless the contrary is proved, to have been received:
  - 16.3.1 on the date it was delivered by hand;
  - 16.3.2 14 (fourteen) days after posting;
  - 16.3.3 on the date shown on a fax transmission confirmation; or
  - 16.3.4 at the time of delivery of the electronic mail.
- 16.4 Except where specifically stated in these Terms, any reference to "in writing" shall include message in electronic format.

#### 17 DISPUTE RESOLUTION

- 17.1 In the event that there is a dispute arising from these Terms, the dispute resolution provisions of the Online Terms shall apply.

#### 18 CONTACT SBG SEC

- 18.1 If you have any complaints or queries regarding the OST App or the App Services you can contact us at **0860121161** during SBG Sec's operating hours which are set out on the Site.